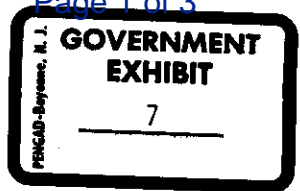


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Record and return to: Buford F. Houck, REC. 511 PAGE 102
 C/O P.O. Box 789 187P
 Trenton, Ohio 45638



MORTGAGE AGREEMENT and CONTRACT

THIS MORTGAGE AGREEMENT CONTRACT (the "Contract") is a common law instrument dated April 5, 1993, is made and entered into by and between Liberty TRUST (99) (the "Demandant") and Buford F. Houck, (the "Respondent").

KNOW ALL MEN BY THESE PRESENTS, that I, Buford F. Houck, am a non-immigrant, non-resident alien of the corporate United States (District of Columbia) and a non-resident alien, or non-citizen of the State of the Forum (forum contractus). Whereas I, Buford F. Houck, have no income effectively connected with a trade or business within the United States (District of Columbia), or within the Corporate State of the Forum Contractus. I, Buford F. Houck am a State citizen de jure, in the several States, i.e. private American, and by those presents do, for myself, remise, release, and transfers and forever quitclaim unto the said DEMANDANT, his heirs, and transfers and/or assigns forever, all such rights, title, interest, real property, personal property, commissions, claim or demand, as I have or ought to have or may at some future time will have with singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion(s), remainder(s) rents, commissions, issues, and profits thereof (if any), and also all of estate and/or future estate(s), right, title, interest, claim and demand whatsoever, as will in law as in equity of the said party of the first part, of in, and to the above granted "property" and each and every part of the same as described herein and made a part hereof in any manner and that all such commitments shall be a lien and a mortgage on all of the above chattels, goods, real property, personal property, profits and commissions.

This Instrument Created By Buford F. Houck
 108 No 3rd St. Suite 207 Trenton, Ohio 45638

THE CONTRACT

The CONTRACT is to remain in force until such time the total number of \$5,000,000.00 (five million and no/100 dollars) shall have been paid to the DEMANDANT.

This CONTRACT is irrevocable, executory, pecuniary, entire and indivisible in nature. WHEREAS, the CONTINUING CONSIDERATION

Exh. #2

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shall remain in effect until such time the RESPONDENT expires, at which time, the DEMANDANT may not terminate this instrument without majority approval by the beneficiaries. This contract in its entirety has been created by the authority of the common law under the protection of Article I, Section 10, of the Constitution for the United States of America, (Dartmouth College v. Woodward 17 U.S. 518 (4 Wheat 518), 4 L.Ed. 629).

IN WITNESS WHEREOF, the said Buford F. Houck hereby releases, his right and interest in each and every of the aforementioned items as described hereinabove, hereunto sets his hand this 5th day of April, 1993.

WITNESS:

Diane C. Stamper
Diane C. Stamper

Sue Munn
Sue Munn

Buford F. Houck
Buford F. Houck-RESPONDENT

IN THE STATE OF Ohio, COUNTY OF Lawrence.

BEFORE ME THIS 11 DAY OF March, 1994.

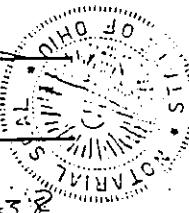
THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY,

APPEARED BUFORD F. HOUCK, RESPONDENT, TO ME PERSONALLY KNOW,

APPEARED BEFORE ME AND EXECUTED SUCH INSTRUMENT AS HIS FREE ACT

INDEED.

Jeff Cremeans
NOTARY PUBLIC JEFF CREMEANS
1341 So 10th
ADDRESS
Dayton Oh 45458
CITY STATE ZIP



MY COMMISSION EXPIRES ON Sec 10, 1996
PAGE TWO OF TWO PAGES

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Situated in Ironton, Lawrence County, State of Ohio and described as follows: Being Lot Number Twenty-four(24)in a subdivision identified as Sedgewick Meadows, continuation of Green Valley Estates, as shown on recorded plat thereof in Plat Book 5, pages 240 and 241 of the Plat records of Lawrence County, Ohio.